

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

JANET DEXTER
on behalf of herself and all
others similarly situated,

Plaintiff,

Case No. 20-cv-1441

v.

CARDINAL RIDGE RESIDENTIAL CARE, LLC

Defendant

JOINT MOTION FOR PRELIMINARY SETTLEMENT APPROVAL

Plaintiff, Janet Dexter, on behalf of herself and all others similarly situated, and Defendant, Cardinal Ridge Residential Care, LLC, jointly move this Court for preliminary approval of the settlement in this matter in accordance with the parties' executed settlement agreement, titled "Settlement Agreement & Release," attached hereto as Exhibit A (hereinafter simply "Settlement Agreement").

For settlement purposes only, the parties seek certification of a collective under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), and certification of a class under Wisconsin's Wage Payment and Collection Laws, Wis. Stat. § 109.01 et seq., Wis. Stat. § 104.01 et seq., Wis. Stat. § 103.001 et seq., Wis. Admin. Code § DWD 274.01 et seq., and Wis. Admin. Code § DWD 272.001 et seq. ("WWPCL") and Fed. R. Civ. P. 23 ("Rule 23").

For settlement purposes, the FLSA collective is defined as: "All individuals who worked as hourly-paid, non-exempt employees at Defendant between September 15, 2017 and September 15, 2020, who worked in excess of forty (40) hours during a workweek and, during

any workweek in which the employee worked in excess of forty (40) hours, received a form of non-discretionary compensation, including monetary bonuses, incentives, shift differentials, awards, and/or other rewards and payments.” (Exhibit A, p. 1.) “Collective Members” are those individuals “who file a Consent to Join Form within forty-five (45) days following service of the Notice Packet.” (*Id.* at ¶ 1.2.)

Similarly, for settlement purposes, the Rule 23 WWPCl class is defined as: “All individuals who worked as hourly-paid, non-exempt employees at Defendant between September 15, 2018 and September 15, 2020, who worked in excess of forty (40) hours during a workweek and, during any workweek in which the employee worked in excess of forty (40) hours, received a form of non-discretionary compensation, including monetary bonuses, incentives, shift differentials, awards, and/or other rewards and payments.” (Exhibit A, p. 2.) “Class Members” are those individuals “who do not affirmatively opt-out of the Settlement within forty-five (45) calendar days following service of the Notice Packet.” (*Id.* at ¶ 1.1 (footnote omitted).)

The parties believe that the Settlement Agreement is fair, reasonable, and adequate because it fully satisfies this Court’s criteria for collective and class action settlements.

As such, the parties respectfully request that this Court:

1. Approve the parties’ Settlement Agreement, (ECF No. 19-1), as a fair, reasonable, and adequate resolution of a bona fide dispute under the FLSA and the WWPCl;
2. For settlement purposes only, certify a class action under Federal Rule of Civil Procedure 23;
3. For settlement purposes only, certify a collective action pursuant to the FLSA;
4. Appoint Plaintiff, Janet Dexter, as Class Representative;
5. Appoint Plaintiff’s Counsel, Walcheske & Luzi, LLC, as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g);

6. Approve the parties' Notice Packet, attached as Exhibit A to the Settlement Agreement, (ECF No. 19-1), for distribution to all Collective and Class members;
7. Find that the Notice Packet to be sent to all Collective and Class members constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to Collective and Class members in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution;
8. Order that each Collective member who wishes to be included in the FLSA Collective must opt-in per the instructions set forth in the Notice Packet, and that their response must be postmarked within forty-five (45) days of mailing of the Notice Packet;
9. Order that any Collective member who has properly and timely opted-in to the FLSA Collective shall be bound by the Agreement when the Court issues a Final Order Approving Settlement;
10. Order that each Class member who wishes to be excluded from the WWPCCL Class must opt-out per the instructions set forth in the Notice, and that their response must be postmarked within forty-five (45) days of mailing of the Notice Packet;
11. Order that any Class member who has not properly and timely requested exclusion from the WWPCCL Class shall be bound by the Agreement when the Court issues a Final Order Approving Settlement;
12. Schedule a Fairness Hearing will be within approximately 90 to 120 days;
13. Order that any Motions, including but not limited to a Motion for Approval of Attorneys' Fees and Costs, a Motion for Approval of Named Plaintiff's Service Award, and a Joint Motion for Final Approval of Settlement, shall be filed with the Court no later than seven (7) days prior to the Fairness Hearing; and
14. Order that any Class Member or Collective Member who wishes to object in any way to the proposed Agreement must file and serve such written objections per the instructions set forth in the Notice Packet, which must be postmarked no later than forty-five (45) days after the mailing of the Notice Packet, together with copies of all papers in support of his or her position. The Notice Packet shall state that the Court will not consider objections of any Class Member or Collective Member who has not properly served copies of his or her objections on a timely basis.

Dated this 17th day of May, 2021

s/ Scott S. Luzi

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